Case 08-14631-GMB Doc 779 Filed 02/05/09 Entered 02/06/09 11:41:26 Desc Main

Document Page 1 of 5

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

In re:

SHAPES/ARCH HOLDINGS L.L.C., et al.,

Debtors.

Chapter 11

Case No. 08-1463 (Jointly Administereu)

2/5/2009 by Clerk U.S. Bankruptcy

Court District of New Jersey

Judge: Gloria M. Burns

CONSENT ORDER MODIFYING THE BANKRUPTCY STAY AND THE PLAN INJUNCTION IN FAVOR OF BLUE RIDGE GENERAL CONTRACTORS LLC FOR THE LIMITED PURPOSE OF PERMITTING BLUE RIDGE GENERAL CONTRACTORS LLC TO PURSUE AN ACTION TO THE EXTENT OF INSURANCE

The relief set forth in the following pages, number two (2) through five (5) is hereby

DATED: 2/5/2009

Honorable Gloria M Burns United States Bankruptcy Court Judge WHEREAS, Blue Ridge General Contractors, LLC f/k/a D and M Builders, LLC (the "Claimant") commenced an action against Accu-Weld, LLC and Vinyl Tech Window Systems, Inc. in the General Court of Justice, Superior Court Division, in Guilford County, North Carolina on October 8, 2007 (Case no. 07-CvS-10934) alleging negligence in the manufacture, marketing and selling of certain window units and seeking a judgment in an amount in excess of \$10,000 (the "Action"); and

WHEREAS, an Entry of Default was entered against Accu-Weld, LLC in the Action on December 19, 2007; and

WHEREAS, Accu-Weld, LLC and four of its affiliates (together, the "<u>Debtors</u>") filed voluntary petitions for relief pursuant to Chapter 11 of Title 11 of the United States Code (the "<u>Bankruptcy Code</u>") on March 16, 2008 (the "<u>Petition Date</u>") in the United States Bankruptcy Court for the District of New Jersey; and

WHEREAS, upon such filings, actions against the Debtors and their assets on account of pre-petition claims were barred by the automatic stay provisions of Section 362 of the Bankruptcy Code; and

WHEREAS, the Claimant filed a proof of claim in the bankruptcy cases on July 14, 2008, alleging an unsecured claim against Debtor Accu-Weld, LLC in the amount of \$350,130; and

WHEREAS, the Debtors' Third Amended Joint Plan of Reorganization (the "<u>Plan</u>") was confirmed by Order of this Court dated July 24, 2008 (the "<u>Confirmation Order</u>") and became effective on August 8, 2008; and

WHEREAS, on the effective date of the Plan, the Class 10 Trust came into existence, and pursuant to Sections 4.5, 5.2 and 5.3 of the Plan and Article IV of the Plan Administration

Agreement (an exhibit to the Plan), the Trust, by its Trustee, Steven D. Sass, was empowered to, among other things, object to and resolve unsecured claims; and

WHEREAS, the Debtors, the Claimant and the Trust (together, the "<u>Parties</u>") wish to consensually resolve any claims the Claimant may hold against the Debtors and/or the Trust and the property of each, including but not limited to claims asserted in the Action;

NOW, THEREFORE, it is hereby stipulated and agreed between the Debtors, the Claimant and the Trust as follows:

- A. The automatic stay pursuant to 11 U.S.C. § 362(a) and the injunction provisions of the Plan and Confirmation Order are hereby modified in these cases to permit the Claimant to proceed with the Action, upon the terms set forth below.
- B. The Claimant agrees that its recovery against the Debtors, the Debtors' estates and property shall be limited to the actual available proceeds, if any, of insurance, and shall be recoverable by the Claimant solely from the insurer and not from the Debtors, the Debtors' estates or any of the Debtors' other assets. Except as otherwise set forth in this paragraph, the Claimant hereby releases the Debtors and their estates from any and all obligations, claims and demands of any kind, at law or in equity, arising out of, by reason of or relating to the Action or any other obligations, claims and demands of any kind that the Claimant may hold or assert against the Debtors or their estates as of the date of this Stipulation.
- C. The Claimant acknowledges and agrees that it has no claims against the Trust, the Trustee or the assets of the Trust, and that it is not a beneficiary of the Trust and will not seek any distribution or recovery from the Trust. The Claimant hereby releases the Trust and the Trustee from any and all obligations, claims and demands of any kind, at law or in equity, arising out of, by reason of or relating to the Action or any other obligations, claims and demands of any

Case 08-14631-GMB Doc 779 Filed 02/05/09 Entered 02/06/09 11:41:26 Desc Main Page 4 of 5 Document

kind that the Claimant may hold or assert against the Trust or the Trustee as of the date of this

Stipulation.

D. This Stipulation contains the entire agreement by and among the Parties and all

prior understandings or agreements between them, if any, are merged into this Stipulation.

E. This Stipulation and the obligations of the Parties are specifically subject to, and

conditioned upon, the approval of the Stipulation by the Bankruptcy Court. If the Bankruptcy

Court declines to approve the Stipulation, the provisions hereof shall be null, void and of no

force and effect, and nothing contained herein shall be deemed an admission by any of the

Parties.

F. This Stipulation may be signed in counterpart, and faxed copies of signatures

shall be deemed originals for purposes of this Stipulation.

G. This Stipulation shall be binding upon all successors and assigns of each of the

Parties, and any subsequently appointed chapter 11 trustee or chapter 7 trustee.

This Court shall retain jurisdiction to resolve disputes or controversies arising H.

from or related to the terms of this Stipulation.

Dated: January 20, 2009

COZEN O'CONNOR,

A Pennsylvania Professional Corporation

Counsel to the Debtors and Reorganized Debtors

By:

/s/ Jerrold N. Poslusny, Jr.

Jerrold N. Poslusny, Jr., Esq.

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Case 08-14631-GMB Doc 779 Filed 02/05/09 Entered 02/06/09 11:41:26 Desc Main Document Page 5 of 5

Dated: January 20, 2009

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Dated: January 20, 2009

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336-889-8733

Serial No. 10/718,642 Docket No. YOR920030362US1 (YOR.488)

wherein said first and second displays display two adjoining display portions of a single display output,

wherein said touch-sensitive display displays a reconfigurable user-interface that overlays a portion of said single display output, and

wherein said first and second displays receive user input on each touch sensitive userinterface.

26. (Previously Presented) The portable computing device of claim 4, wherein said userinterface is configurable to one of:

remove a key from the user-interface; change a label on a key on a user-interface; and change a color of a key on the user-interface.

27. (Previously Presented) The method of claim 8, further comprising:displaying on said touch-sensitive display a user-interface that overlays a portion of

said single display output.

28. (Previously Presented) A portable computing device comprising:

a display; and

a touch-sensitive display which is secondary and attachable to the display,

wherein said display and said touch-sensitive display display two adjoining display portions of a single display output,

wherein only said touch-sensitive display is touch-sensitive, and

Serial No. 10/718,642 8 Docket No. YOR920030362US1 (YOR.488)

wherein said touch-sensitive display displays a reconfigurable user interface that overlays a portion of said single display output.

- 29. (New) The portable computing device according to claim 1, wherein said touchsensitive displays a reconfigurable user interface.
- 30. (New) The portable computing device according to claim 29, wherein said reconfigurable user interface comprises a reconfigurable keyboard.
- 31. (New) The portable computing device according to claim 29, wherein said reconfigurable user interface comprises a reconfigurable alpha-numeric keyboard.
- 32. (New) The portable computing device according to claim 30, wherein said reconfigurable keyboard is customizable based on a software application being used.
- 33. (New) The portable computing device according to claim 30, wherein at least a portion of said reconfigurable keyboard is disabled when the least a portion of said reconfigurable keyboard is not appropriate for a current state of application.
- 34. (New) The portable computing device according to claim 30, wherein said reconfigurable keyboard comprises an alphabetical keyboard, and

wherein said user interface is configured to dynamically generate a numeric keypad over the alphabetical keyboard.